

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE 1 OF 36	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>GS-00P-19-BSD-1258</b>	
6. SOLICITATION ISSUE DATE <b>05/09/2018</b>		7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Kenneth M. Shutika</b>		b. TELEPHONE NUMBER (No collect calls) <b>(b) (6)</b>	
8. OFFER DUE DATE/ LOCAL TIME <b>05/20/2018 2 p.m.</b>		9. ISSUED BY <b>GSA, Energy Division (PMAA)</b> <b>1800 F Street, NW, Room 5118</b> <b>Washington, DC 20405</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <b>221114-221116</b> <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: <b>250 employees</b> <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO <b>See Block 9 Address</b>		16. ADMINISTERED BY <b>See Block 9 Address</b>		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR <div style="border: 1px solid black; padding: 5px; width: fit-content;"><b>3Degrees Group, Inc.</b> <b>235 Montgomery St., Suite 320</b> <b>San Francisco, CA 94101</b></div>		18a. PAYMENT WILL BE MADE BY <b>GSA (see Section A.7)</b>		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
TELEPHONE NO (626) 241-8590							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES <b>See Submission Requirements - Pricing Section C.1 (see Section A.3 and Section C.2 for Quantity)</b>  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		21. QUANTITY <b>95,677</b>		22. UNIT <b>MWh</b>	
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA <b>-will be included on orders set up for payment</b>				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <b>(b) (6)</b>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME OF OFFEROR/CONTRACTOR (Type or print) <b>Steve McDougal, CEO</b>		30c. DATE SIGNED <b>5/21/2019</b>		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

**NOTE: ALL QUESTIONS MUST BE SUBMITTED IN WRITING AND CAN BE SENT VIA:  
ELECTRONIC MAIL AT [ken.shutika@gsa.gov](mailto:ken.shutika@gsa.gov)**

## **SECTION A: SCOPE OF WORK**

### **A.1 GENERAL**

The General Services Administration (GSA or Government) is requesting proposals for the supply of Renewable Energy Certificates (RECs) for the Work Bank Group (World Bank) and the International Finance Corporation (IFC). There will be one pricing group for this procurement. The successful offeror (i.e. Contractor) will supply the full REC requirements for the required delivered times for each pricing group.

### **A.2 DEFINITIONS**

As used throughout this solicitation/contract:

#### **Definition of Renewable Energy**

For the purposes of this contract, “renewable energy” means electric energy generated from solar, wind, ocean (including tidal, wave, current, and thermal) or geothermal.

“Renewable energy certificates” (RECs) are unique certificates that represent all of the environmental attributes or benefits of a specific quantity of renewable generation. RECs are created when a renewable energy facility generates electricity. The terms Renewable Energy Credits, Tradable Renewable Certificates, or Green Tags, are equivalent terms.

### **A.3 RENEWABLE ENERGY CERTIFICATE REQUIREMENT**

The General Services Administration (GSA or Government) is requesting proposals for the supply Renewable Energy Certificates (RECs). The requirements of the specific entities included in this solicitation are provided below.

World Bank (WBG)	81,348 MWhs (12,202 MWhs must be from solar resources)
International Finance Corporation (IFC)	14,329 MWhs (2,149 MWhs must be from solar resources)
<b>TOTAL</b>	<b>95,677 MWhs (14,351 MWhs must be from solar resources)</b>

The RECs required for this procurement must meet the renewable resource definition of the Center for Resource Solutions’ Green-e Energy product certification, be Green-e certified, and meet the new definition included in Section A.5 in order to meet requirements of this solicitation.

### **A.4 DELIVERY DATE**

The RECs contracted for under this contract and meeting the requirements of this contract must be delivered to the World Bank and the IFC no later than June 4, 2019 along with accompanying verification and certificate forms (see Attachments 1 and 2) and billing for said deliveries.

### **A.5 RENEWABLE ENERGY CERTIFICATES**

The RECs that the Contractor provides must come from renewable resources that have been placed in service within 10 years prior to the start of the Government’s fiscal year for each year of the contract. For the contract’s first year, resources will need to have been placed in service on or after October 1, 2008. There are no geographic restrictions related to the RECs provided to meet this requirement. In addition, the renewable resources and accompanying RECs must meet the resource definition of the Center for Resource Solutions Green-e energy product and be Green-e products. To verify compliance, the Government requires Contractors to provide an annual report verified and certified by an independent third party auditor. The annual report shall contain the following elements:

### Annual Renewable Report

To verify compliance, the Government requires Contractors to provide an annual report verified by an independent third party auditor. The annual reporting period shall be for the June 1, 2018 through May 31, 2019. The annual report shall contain the following elements:

- (a) Verification of the product content for the annual reporting period that:
  - (1) Indicates the source of new renewable power, zip code of the source and the EGRID subregion for the new source; and
  - (2) Indicates the source of non-new renewable power, zip code of the source and the EGRID subregion for the source.
- (b) Verification that:
  - (1) The Contractor has not sold the renewable power more than once (as either a renewable power product or as an REC product), and in the case of a reseller that purchases a wholesale product for retail sale, reasonable measures are taken to ensure that suppliers also do not sell renewable power more than once;
  - (2) All environmental attributes, including any attendant emission credits which are specifically owned by or to which the renewable power generator is otherwise entitled convey to the purchaser (i.e. Government);
  - (3) The Contractor has not sold any emission allowances/credits, or other environmental attributes which are specifically owned by or to which the renewable power generator is otherwise entitled to convey associated with renewable power; and
  - (4) The renewable power that is used to fulfill the requirements of this solicitation is also not being used to meet any federal, state, or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

The Annual Report shall be submitted to both the CO and the World Bank at the addresses listed below no later June 30 each year and shall contain Attachments 1 and 2. The Center for Resource Solutions Green-e will serve as the independent third party auditor.

#### World Bank Contact Person:

Monika Kumar  
The World Bank  
1818 H Street, NW  
Washington, DC 20433  
(b) (6) [@worldbank.org](mailto:(b) (6)@worldbank.org)

#### GSA Contact Person

Ken Shutika  
[ken.shutika@gsa.gov](mailto:ken.shutika@gsa.gov)  
(b) (6)

Renewable Power Vintage: To qualify as eligible RECs under this contract, the RECs must be generated during the World Bank's fiscal year of June 1, 2018 – May 31, 2019, or the five (5) months prior to the current fiscal year.

### **A.6 PAYMENT AND BILLING**

The World Bank and IFC will pay the Contractor through bill(s) rendered by the Contractor for RECs delivered under this contract. The Contractor shall invoice for the total amount of RECs transferred to the World Bank and the IFC in separate invoices for each agency. Billing for the World Bank and IFC must occur concurrent with the delivery of the RECs. Only charges allowed under the terms and conditions of this contract will be paid. In addition to the invoice, a Renewable Energy Certificate Notification and the Verification Forms completed by both the REC Supplier and the generator shall be submitted. The Contractor's bill shall encompass ALL applicable

charges. Payment shall be in accordance with FAR 32.9 (Prompt Payment), see incorporated clause 52.232-25. If payment is to be made by electronic funds transfer, the provisions of FAR 32.11 (ELECTRONIC FUNDS TRANSFER), the incorporated clause 52.232-33 shall apply. Prior to delivery of the RECs required under this contract, the World Bank and the IFC will provide the Contractor with all necessary billing information required for the processing of bills. That billing information shall be contained in the delivery orders issued against this contract by the respective agencies included in this contract.

**A.7 RECORD KEEPING**

The Government reserves the right to validate source and transaction history as indicated above and to ensure proper reporting of sale of renewable certificates under the resultant contract. The Contractor must meet all applicable local, state and federal documentation requirements necessary to successfully complete any contract. These records shall be made available upon request to the Government or to any party designated by the Government as authorized to request this data.

**A.8 DOCUMENTATION DELIVERY POINT**

For any resulting contract, the delivery point for all documentation other than the original copy of the invoice will be listed on delivery orders for payment that will be issued following contract award. In addition, a copy of each invoice and supporting documentation shall be scanned and emailed to the contracting officer at ken.shutika@gsa.gov.

**A.9 AUTHORIZED USERS**

This contract is for the use of all Federal agencies; authorized Federal contractors; agency-sponsored universities and laboratories; and as authorized by law or regulation, state, local, and tribal Governments, and other organizations. All organizations listed in GSA Order ADM 4800.2E (as updated) are eligible to use this contract.

**A.10 ADDITIONAL RENEWABLE ENERGY CERTIFICATE PURCHASES UNDER THIS CONTRACT**

For a variety of reasons, it is possible that certain authorized users eligible to compete their REC requirements but not included in this solicitation may request to satisfy their competitive REC requirements by use of this contract. In that event, the Government shall provide the Contractor with the estimated REC requirement and the two parties shall mutually agree as to whether to extend the full terms and conditions of this contract to such facility. Adding a facility(ies) shall be accomplished by the bilateral execution of Standard Form 30 - Amendment of Solicitation/Modification of Award.

**A.11 REGISTRATION AS VENDOR WITH WORLD BANK**

The World Bank and IFC will pay the Contractor following the issuance of delivery orders against this contract. In order for the World Bank and IFC to do this, the Contractor must register as a vendor with the World Bank. Instructions for registering are attached as Attachment No. 3. In addition, the Contractor will receive a delivery order with the standard World Bank terms and conditions as found on Attachment No. 4. As the Contractor for this contract, the Contractor is required to meet the vendor requirements and register as a vendor immediately following award on May 21, 2019 and agree to the World Bank delivery order terms and conditions.

## SECTION B: FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

### B.1 CLAUSES INCORPORATED BY REFERENCE

The FAR Can Be Accessed At The Following Internet Address: <http://www.acquisition.gov>

#### **552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items.**

As prescribed in [512.301\(a\)\(1\)](#), insert the following clause:

Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (Jun 2016)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

[The Contracting Officer should check the clauses that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity.]

(b) *Clauses.*

[552.203-71](#) Restriction on Advertising

[552.211-73](#) Marking

[552.215-70](#) Examination of Records by GSA

End of Clause

(a) **FAR 52.212-1 Instructions to Offerors-Commercial Items** (OCT 2018)  
[Reference FAR 12.301(b)(1)]

Addendum to FAR 52.212-1

The offeror agrees to hold the prices offered in response to this solicitation until 1:00 p.m. on the date specified in Section C.3 of this solicitation.

(b) **GSAM 552.212-4 Contract Terms and Conditions-Commercial Items (FAR DEVIATION)** (FEB 2018)  
[Reference GSAM 512.301(e)]

#### **INVOICE.**

(g)(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 20<sup>th</sup> day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment date shall be the 20<sup>th</sup> day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality or Contractor compliance with contract requirements.

(ii) The 20<sup>th</sup> day after Government acceptance of supplies delivered or services performed by the Contractor.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements - Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in [502.101](#)) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation ([31 U.S.C. 1341](#)), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in [502.101](#)) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation ([31 U.S.C. 1341](#)), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(w) *Commercial supplier agreements–unenforceable clauses.* When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in [502.101](#)), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user*. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) *Arbitration; equitable or injunctive relief*. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms*.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

- (1) Terms that change Government rights or obligations;
- (2) Terms that increase Government prices;
- (3) Terms that decrease overall level of service; or
- (4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with [28 U.S.C. 516](#).

(ix) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed “confidential information.” Issues regarding release of “unit pricing” will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

(c) FAR 52.204-16 Commercial and Government Entity Code Reporting (JUL 2016)  
[Reference FAR 4.1804(a)]

(d) FAR 52.204-18 Commercial and Government Entity Code Reporting (JUL 2016)  
[Reference FAR 4.1804(c)]

(e) FAR 52.216-21 Requirements (OCT 1995)  
[Reference FAR 16.506(d)]

(f) FAR 52.217-8 Option to Extend Services (NOV 1999)  
[Reference FAR 17.208(f)]

(g) FAR 52.204-16 Commercial and Government Entity Code Reporting (JUL 2016)  
[Reference FAR 4.1804(a)]

## **B.2 CLAUSES IN FULL TEXT**

### **52.209-7 Information Regarding Responsibility Matters.**

As prescribed at [9.104-7\(b\)](#), insert the following provision:

#### **Information Regarding Responsibility Matters (Oct 2018)**

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian

Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

#### **52.212-2 Evaluation-Commercial Items.**

As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

## Evaluation-Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The basis for this evaluation is prescribed in Section D herein.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.**

As prescribed in [12.301](#)(b)(4), insert the following clause:

#### CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

       (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

       (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

  X   (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

       (5) [Reserved]

       (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

       (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

  X   (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

       (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

       (10) [Reserved]

       (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

       (ii) Alternate I (Nov 2011) of 52.219-3.

       (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

       (ii) Alternate I (Jan 2011) of 52.219-4.

       (13) [Reserved]

       (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

       (ii) Alternate I (Nov 2011).

       (iii) Alternate II (Nov 2011).

       (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

       (ii) Alternate I (Oct 1995) of 52.219-7.

       (iii) Alternate II (Mar 2004) of 52.219-7.

  X   (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

       (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637 (d)(4)).

- \_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.
- \_\_\_ (v) Alternate IV (Aug 2018) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- \_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_X\_ (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- \_X\_ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-35.
- \_X\_ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-36.
- \_X\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- \_X\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019)  
(22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- \_X\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

- \_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- \_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_\_ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_\_\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- \_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- \_\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- \_\_\_ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.
- \_\_\_ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_X\_ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X   (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

       (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

       (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

       (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

       (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

       (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

       (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

       (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

  X   (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

       (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

       (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

       (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

       (ii) Alternate I (Apr 2003) of 52.247-64.

       (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

       (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

NOT APPLICABLE (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.).

       (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

       (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

       (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

NOT APPLICABLE (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

NOT APPLICABLE (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

NOT APPLICABLE (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jan 2019) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

**FAR 52.233-2      Service of Protest**  
[Reference FAR 33.106]

SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section [31.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Kenneth M. Shutika, Contracting Officer  
GSA, Energy Division (PMAA), Room 5116  
1800 F Street, NW  
Washington, DC 20405

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO. (End of provision)

## SECTION C: SUBMISSION REQUIREMENTS:

At the time that proposals are due all offerors are required to submit the following information in writing:

### C.1 EVIDENCE OF TECHNICAL QUALIFICATION

(a) General Responsibility: The evidence of technical qualifications required below is in addition to the general responsibility criteria set forth in FAR 9.104. The Government may conduct pre-award surveys in accordance with FAR 9.106 in order to obtain, from available sources, relevant information concerning the offeror's ability to satisfy the standards stated in FAR 9.106.

(b) Minimum Requirements: **Failure to meet any of the following minimum requirements may constitute a technically unacceptable offer.** For the purposes of this section C.1, the experience of the parent or affiliate may be used to satisfy all or a portion of this requirement. Each offeror must provide the following:

- (1) Supply Plan - Offerors must specify the following with respect to the RECs being offered:
  1. Location of the source facility(ies) (to include County/City, State and Zip Code as well as latitude and longitude of facility(ies));
  2. Identify U.S. EPA eGRID subregion the renewable source facility(ies) is located in;
  3. The type of REC to be provided;
  4. The quantity available from source facility that will be under contract elsewhere;
  5. The total capacity of source facility; and
  6. The date source facility started production.
- (2) Vendor Registration - Offerors must agree to register in the World Bank vendor system.

### C.2 PRICE PROPOSAL

General. The Government is requesting pricing for RECs that meet all of the requirements of Section A including the vintage and delivery requirements contained in Section A.3 – A.5. For Pricing Group 1, the Government is requesting a price for the combined requirements of the World Bank and the IFC.

World Bank (WBG)	81,348 MWhs (12,202 MWhs must be from solar resources)
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International Finance Corporation (IFC)	14,329 MWhs (2,149 MWhs must be from solar resources)
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<b>TOTAL</b>	<b>95,677 MWhs (14,352 MWhs must be from solar resources)</b>
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**OFFERED PRICE**      \$ \_\_\_\_\_/MWh

Pricing. Pricing shall be stated in \$/MWh to 5 decimal places. The offeror agrees to hold its price proposal firm until 1 p.m. on May 21, 2019. All pricing shall be expressed in United States dollars.

### C.3 SUBMISSION OF PROPOSAL

In order to facilitate timely evaluation, the Government will request technical qualifications and price proposals at the same time.

Evidence of Technical Qualification and Price Proposal: Offerors must submit 1 original copy of the Standard Form 1449 completed and signed, the Evidence of Technical Qualification, which includes the FAR 212-3 Offeror's Representations and Certifications - Commercial Items (OCT 2018), and a Price Proposal. Proposals must be marked as RFP GS-00P-18-BSD-1258. Evidence of Technical Qualification and Price Proposals must be

received no later than 1:00 p.m. on May 20, 2019 at the address listed below. **Evidence of Technical Qualification and Price Proposals will be accepted via EMAIL ONLY.**

GSA, Energy Division (PMA), Room 5118  
1800 F Street, NW  
Washington, DC 20405  
Attn: Kenneth M. Shutika, Contracting Officer  
Solicitation No. GS-00P-18-BSD-1258  
[ken.shutika@gsa.gov](mailto:ken.shutika@gsa.gov)

**CAUTION: OFFERORS ARE CAUTIONED THAT ANY AMENDMENTS MUST BE  
ACKNOWLEDGED WITH OFFEROR'S PROPOSAL.**

## **SECTION D: EVALUATION FACTORS FOR AWARD:**

### **D.1 BASIS FOR AWARD**

It is the intent of the Government to award a contract to the offeror offering the lowest evaluated price for the solicitation requirements that is responsible and meets the solicitation's technical qualifications. Award may be made without negotiation of proposals. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a price, capability, and responsibility standpoint.

## SECTION E: REPRESENTATIONS AND CERTIFICATION

### 52.212-3 Offeror Representations and Certifications—Commercial Items.

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

#### OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(6) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

*(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.*

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_. [Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or

certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,”

“foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

--	--

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: \_\_\_\_\_

Highest level owner legal name: \_\_\_\_\_

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code \_\_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_\_.  
(Do not use a "doing business as" name).

(s) Reserved.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [*Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)*].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_\_.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as

extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

## ATTACHMENT 1 VERIFICATION FROM RENEWABLE ENERGY SUPPLIER

I, (print name and title) \_\_\_\_\_, verify, on behalf of (name of renewable power/REC provider) \_\_\_\_\_, that

- 1) all the renewable power/RECs sold under this GSA Contract No. GS-00P-19-BSD-1258 were generated by eligible renewable energy generators as defined by this Contract;
- 2) all the renewable attributes, including any emissions reduction credits or emissions allowances which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, represented by the renewable power/RECs purchased under this GSA Contract No. GS-00P-19-BSD-1258 were transferred to the Government;
- 3) the renewable attributes represented by the renewable power/RECs were not sold, marketed or otherwise claimed by a third party; and
- 4) the renewable attributes comply with the vintage requirements contained in Section A.12 of the contract.

Name of renewable power/REC product:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

I further verified that the renewable power/RECs claimed for the product were sold once and only once, and that the electrical energy that was generated with the renewable power/RECs claimed was not sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate. I have authority to submit this report on the company's behalf.

\_\_\_\_\_  
Signature  
Renewable Power/REC Provider

\_\_\_\_\_  
Date

# GENERATOR REGISTRATION FORM

## Facility Information

Name of Facility: \_\_\_\_\_

Address of Facility: \_\_\_\_\_

Facility ID Number<sup>1</sup>: \_\_\_\_\_ EIA or QF? (circle one)

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Fuel Type	Capacity* (MW)	MWh/RECs Sold	Date Facility First Operational		Period of Delivery (Q#/yy or mm/yy)**
Biomass _____ (indicate fuel type)					
Geothermal					
Landfill Gas/ Digester Gas					
Wind					
Solar electric					
Hydroelectric					
Ocean					
Waste-to-Energy					

\* For facilities which have added new renewable capacity, please indicate the amount and operational date of the new capacity and the existing capacity.

\*\* List as separate line items MWh for each month or quarter.

<sup>1</sup> Please enter Energy Information Administration (EIA) identification number for the generating facility. If the facility does not have an EIA number, please enter the utility-assigned Qualifying Facility (QF) identification number.

**Verification:**

The (indicate) \_\_\_\_ renewable megawatt hours/ \_\_\_\_ renewable attributes listed above were sold exclusively to (name of renewable power/REC provider) \_\_\_\_\_. Further, 1) all the renewable attributes, including any emissions reduction credits or emissions allowances which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, represented by the renewable electricity generation listed below were transferred to the renewable power/REC provider above, 2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party; 3) the renewable attributes were sold once and only once; 4) the electrical energy that was generated with the attributes was not used on-site for generation; and 5) the electrical energy that was generated with the attributes was not separately sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

The facilities that generated all of the (indicate) \_\_\_\_ renewable kilowatt hours/ \_\_\_\_ renewable attributes sold to (name of renewable power/REC supplier) are listed above by fuel type.

I have authority to submit this report on the company's behalf.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**This form is used by Government to verify the accuracy of claims made by retail marketers.**

## ATTACHMENT 2 RENEWABLE POWER/RENEWABLE ENERGY CERTIFICATE NOTIFICATION

**(Contractor Name)** verifies that Renewable Power/Renewable Energy Certificates in the amounts described below, associated with power generation from the Renewable Resource(s) listed below, have been provided to the Government in accordance with the terms of Contract No. GS-00P-19-BSD-1258 for the period **(Insert Dates)**. The Renewable Power/Renewable Energy Certificate(s) provided to Government include emissions, and other environmental characteristics associated with renewable resources. The Renewable Energy Certificate(s) do not include energy, capacity, or other attributes of electrical power. **(Contractor Name)** represents that the environmental attributes, including any attendant emission credits which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, that are the subject of this Notification have not been sold, reserved, or conveyed to any party other than Government and that the electric power generated in association with this/these Renewable Power/Renewable Energy Certificate(s) has not been represented to retain or possess such attributes. The Renewable Power/Renewable Energy Certificate(s) that are the subject of this Notification are based upon the generation of electricity from **(Insert type of Renewable Resource(s))** at **(Insert Source Facility Location(s))**. The total amount of Renewable Power/Renewable Energy Certificates covered by this Notification is: **(Insert Quantity conveyed in MWhs.)**

**Insert company name, representative name, signature (typed/printed) and date**

## Attachment 3

3/4/2016  
http://web.worldbank.org/WBSITE/EXTERNAL/OPPORTUNITIES/EXTCORPPROCUREMENT/0,,print:Y~isCURL:Y~contentMDK:22594534~pagePK:64147... 1/2

Corporate Procurement - Guidelines for Vendor Registration and Vendor Eligibility

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### Guidelines for Vendor Registration and Vendor Eligibility

#### I. Who may apply for Vendor registration at the World Bank Group?

Any business entity that is invited to register may complete the World Bank Group's (WBG) Vendor Registration Application. The World Bank Group will review all Vendor Applications, but will only register vendors that have been selected to provide goods or services.

#### II. What is the definition of a Vendor?

A Vendor is defined either as a Business Entity under the following criteria:

##### Definition:

A business or organization that has been incorporated, registered as a company (corporation, company/limited, partnership), or any business entity legally recognized in a country to contract for the provision of goods and/or services. Organizations registered as "not-for profit" (e.g. universities, hospitals) or state owned are also considered businesses.

A Sole Proprietor/ Independent Contractor engaged in a business as either a 'self-employed individual' (an individual in business for himself or herself and is self-employed), or as a "sole proprietor" (an individual in business for himself or herself and who is the only owner of the unincorporated trade or business).

#### III. How do businesses and independent contractors, become eligible to register as a World Bank Vendor?

A Business Entity must have been identified for award of Contract/Purchase Order to provide goods or services to the World Bank Group, completed a World Bank Group Vendor Registration Application and must meet the World Bank Group's eligibility criteria.

#### IV. Eligibility criteria to register as a World Bank Group Vendor.

1. The business enterprise must demonstrate that they have been operating under its business name for a period of not less than one year.
2. The Vendor must have multiple business clients and the financial capacity to provide the goods and/or services. Financial capacity will be assessed by comparing the Vendor's revenues to the value of the proposed contract(s).
3. The Vendor must not be currently debarred from contracting with the World Bank Group.
4. The Vendor must be able to conduct business legally in the country for which they are registering.
5. Consistent with the World Bank Group's policy on anti-money laundering/combating the financing of terrorists, companies listed on the U.S. Executive Order 13224 sanctions list, the UN 1267 sanctions list, and/or the UK terrorist sanctions list are ineligible to be World Bank Group Vendors and to receive World Bank Group contract awards.

Companies listed on the World Bank Listing of Ineligible Firms are also ineligible to be World Bank Group Vendors and/or receive World Bank Group contract awards. (See World Bank Group Listing of Ineligible Firms). Further, World Bank Group Vendors excluded from future contract awards will not be eligible to receive World Bank Group contract awards or to bid on World Bank Group solicitation.

*The following are key World Bank Group Vendors Eligibility criteria to note:*

Current and former World Bank Group staff, regardless of appointment type held, including those through short term consulting contacts (STCs), are ineligible to be World Bank Group Vendors, whether as sole proprietors or independent contractors, for a period of twelve months from the termination date of their World Bank Group appointment.

Entities in which a current or former World Bank Group staff member is an owner, principal, director or officer, or otherwise holds a financial interest in the entity, are ineligible to be World Bank Group Vendors for a period of twelve months from the termination date of applicable staff member's World Bank Group appointment.

An entity that has staff involved in the selection process that could be determined to place the entity in direct conflict of interest with World Bank Group Procurement Policies or entities which are affiliated with certain close relatives of World Bank Group staff members, are ineligible to be World Bank Group vendors (World Bank Group Staff Rules restrict the hiring or re-hiring of certain individuals (e.g. close relatives, STCs and STTs that have worked the maximum number of days in a fiscal year, etc.).

A vendor may be disqualified from participating in certain procurements tenders if there is a conflict of interest that cannot be appropriately managed by other means.

World Bank Group Vendors are not permitted to have individuals provide services to the World Bank Group that are ineligible to be hired or re-hired as World Bank Group staff.

#### **IV. What does it mean to be a Registered Vendor?**

Vendors do not need to be registered in order to participate in bidding opportunities or to be added to the World Bank Group's Potential Vendor Registry. However, a Vendor must be a "World Bank Group Registered Vendor" in order to receive a contract award. World Bank Group Registered Vendors will be expected to advise the World Bank Group of any significant business changes. World Bank Group Registered Vendors may be asked to submit updated information that may be used in determining the Vendor's ability to participate in specific procurements.

Last updated: 2014-09-19

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## Attachment 4

### WORLD BANK GROUP – PURCHASE ORDER GENERAL TERMS AND CONDITIONS GOODS & SERVICES

December, 2010

1. AGREEMENT: This Purchase Order (PO) is between the International Bank for Reconstruction and Development (the World Bank) or the International Finance Corporation (IFC) (Purchaser), and Vendor for the goods and/or services described on the face of this PO.

Definitions: (i) Goods, tangible items; (II) Services, include but are not limited to, installation, maintenance, and other types of labor based services.

2. ACCEPTANCE. This PO shall be deemed accepted by Vendor upon the earlier of: (a) Purchaser's receipt of the acknowledged copy duly executed by Vendor; (b) Vendor's full or partial completion of the Contract Works; (c) commencement of performance of services; or (d) Vendor's acceptance of payment.

3. ORDER OF PRECEDENCE. These General Terms and Conditions, together with such terms as are set forth on the front of this PO constitute the final, complete and exclusive agreement between Vendor and Purchaser. If there is a conflict between these General Terms and Conditions and any document referenced or identified on the front of this PO, then these General Terms and Conditions shall govern.

4. PO IDENTIFICATION: The PO number must appear on all invoices, bills of lading, packing slips, cartons, and correspondence.

5. DELIVERY. Delivery and/or performance must be completed within the term stated on this PO. Purchaser reserves the right to cancel this PO without liability and to charge Vendor with any loss incurred as a result of Vendor's failure to fulfill its obligation to deliver within the term specified.

6. PACKAGING (Goods Only). Vendor shall provide proper and adequate packaging in accordance with prevailing commercial best practices to ensure that material shipped to Purchaser will be free of damage. Vendor shall use commercially reasonable efforts to utilize recycled and/or recyclable packaging materials. Expenses incurred by Purchaser due to Vendor's non-compliance with such instructions will be for Vendor's account. Purchaser reserves the right to reject any and all shipments deemed by Purchaser to have been inadequately packaged.

7. INSPECTION, ACCEPTANCE OR REJECTION. Purchaser shall have 30 calendar days after receipt of goods or performance of services to accept or reject them as non-conforming with this PO. Rejected goods will be returned to Vendor, transportation charges collect, or held by Purchaser for disposition at Vendor's risk and expense. Based on an inspection of a valid sample, Purchaser may reject the goods or services in whole or in part. If goods delivered or services performed by Vendor are found to be defective, Purchaser shall have the right to require the correction thereof by Vendor. Purchaser may charge Vendor the cost of inspecting or re-inspecting rejected goods and/or services. Vendor agrees that Purchaser's payment under this PO shall not be deemed acceptance of any goods or services delivered hereunder. Failure to reject within 30 days shall be deemed acceptance. Acceptance shall not relieve Vendor of its warranty obligations or liability for latent defects.

8. TITLE AND RISK OF LOSS (Goods Only). Vendor represents and warrants that Vendor has title to the goods and is fully qualified to sell, lease, or license such goods. Title to all goods furnished hereunder shall be transferred free and clear of all liens, claims, security interests or other encumbrances when title thereto passes to Purchaser. Title will pass to Purchaser on the earlier of the date: (a) payment for such goods has been made by Purchaser; (b) such goods are delivered to Purchaser; or (c) this PO is terminated by Purchaser for default. Vendor shall assume all risk of loss or damage for goods furnished hereunder until such time as conforming goods have been delivered and unloaded at F.O.B. point, inspected and accepted, in writing, by Purchaser. Notwithstanding the above, if the front of this PO has different terms for the passage of title or risk of loss, then the front of this PO shall govern.

9. WARRANTIES. Vendor expressly warrants that all goods and services delivered or performed under this PO will be: (a) merchantable (goods only); (b) free from defects in material and workmanship; (c) fit and sufficient for the purposes intended; and (d) in strict conformance to applicable specifications, drawings, approved Submittals or other description furnished by Purchaser. All warranties specified herein shall be in addition to any other warranties, express, statutory or implied. This warranty shall survive Purchaser's inspection, acceptance and payment, and Purchaser's continued use of goods or services after notifying Vendor of their failure to conform to the PO or breach of warranty will not be considered a waiver of Purchaser's right to a remedy.

10. AUDIT. Vendor agrees to maintain, in accordance with sound and generally accepted accounting practices, records supporting all amounts invoiced under this PO. Vendor shall make such records available to the Purchaser or the Purchaser's designated representative at all reasonable times until the expiration of three (3) years after the date of the final payment, for the purpose of auditing this PO. In the event an audit determines that Purchaser has overpaid Vendor, Vendor shall reimburse the Purchaser, within thirty (30) days after receipt of a written request thereof, the amount of any such overpayment.

11. INSURANCE. Prior to the commencement of this Purchase Order, the Vendor shall obtain and maintain at its own expense for the duration of this contract, appropriate insurance coverage with appropriate loss limits for this

contract, including any such insurance as required by the law of the country of incorporation or license and by the country where the work or service is to be performed. Upon request the Vendor shall provide the Purchaser with certificates of insurance for this insurance coverage. Vendor shall also cause its liability insurance provider(S) to include on its policies the Purchaser as an additional named insured as its interests may appear with respect to this Purchase Order.

12. **USE OF PURCHASER'S NAME.** Vendor may not use Purchaser's name and/or logo in any manner other than as identified in this Article without first obtaining written permission from Purchaser's Corporate Procurement Unit. Vendor may use Purchaser's name only, among its references, in its customer lists or resumes without prior approval of Purchaser. Any other use of Purchaser's name, including use of Purchaser's logo or discussion of the work performed by Vendor for Purchaser, is not authorized.

13. **CONFIDENTIALITY** Notwithstanding anything to the contrary in this purchase order, neither Party may disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including any subpoena or other similar form of process until the Party to which the request is made provides the other Party with prompt written notice and allows the other Party to seek a restraining order or other appropriate relief.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Vendor agrees to indemnify and hold harmless Purchaser, its officers, directors, employees and agents from and against all claims, suits, damages and losses, including reasonable attorneys' fees and expenses, that arise from Vendor's negligence, wrongful acts or omissions, or breach of the terms of this PO. The obligations set out herein shall survive the expiration or termination of this PO.

15. **INDEMNIFICATION FOR INFRINGEMENT.** Vendor agrees, if asked by Purchaser, to defend Purchaser against all claims, suits, actions, or proceedings involving intellectual property infringement in which Purchaser is named a defendant or co-defendant, including but not limited to, actual or alleged infringement of any United States or foreign patent, trademark, copyright, or trade secret, resulting from Purchaser's use of the goods or services acquired hereunder. Vendor also agrees to pay for any costs of such defense, including legal fees; and further agrees to pay and discharge any judgments, awards or decrees which may be rendered in any such suit, action, or proceeding against Purchaser for such alleged infringement. If Purchaser is prevented from using the goods or services provided hereunder, Vendor shall repurchase said items from Purchaser at the original price, plus transportation, installation (if any) and all other costs relating to the acquisition thereof.

16. **INFORMATION SECURITY POLICY.** Vendors using Purchaser systems or accessing Purchaser information, electronic or otherwise shall abide by all World Bank Group policies and procedures, as defined in the World Bank Group's Information Security Policy for Contractors and shall ensure that all Vendor and those working by or through Vendor, including its employees and any Subcontractors, comply with its provisions. The Information Security Policy for Contractors can be found on Purchaser's website at [www.worldbank.org](http://www.worldbank.org).

17. **CLOSE RELATIVES AND FORMER WORLD BANK STAFF.** Vendor shall use its best efforts not to assign to this PO any of Vendor's employees or its Subcontractor's employees who are relatives of current World Bank Group staff. For purposes of this clause, the term "relative" is defined as (including those related by adoption and/or step or half relationship): mother, father, sister, brother, son, daughter, aunt, uncle, niece and nephew. In the event Purchaser or Vendor discovers that any of Vendor's employees or its Subcontractors' employees are relatives of a current member of the World Bank Group staff, Purchaser may direct Vendor to promptly replace, or cause to be replaced, said employee, at no additional cost to Purchaser, with an employee having equivalent skills, and Vendor shall comply with such directive. Vendor shall also reimburse Purchaser for any actual direct costs incurred by Purchaser resulting from a knowing violation of this Article. Vendor shall notify Purchaser of any of Vendor's employees or Subcontractor's employees who Vendor/Subcontractor intends to assign to provide services under this PO that are former World Bank Group staff members and shall warrant that said former World Bank Group staff are not subject to any work restrictions by virtue of their former employment with the World Bank Group. For purposes of this clause, World Bank Group staff members are defined as current and retired World Bank Group employees, and individuals who have worked for the World Bank Group with at least one of the following types of appointments: Short Term Consultant (STC), Short Term Temporary (STT), Extended Term Consultant (ETC), Extended Term Temporary (ETT) or Junior Professional Associate (JPA).

18. **PROCUREMENT INTEGRITY**

a. Vendor agrees to adhere to the highest standards of ethical competence and integrity in the performance of this PO, having due regard for the nature and purposes of Purchaser as an international organization, and to ensure that employees assigned to perform any Contract Work will conduct themselves in a manner consistent therewith.

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b. Vendor represents and warrants that it is in compliance with, and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which work shall be performed under this PO.

c. Vendor acknowledges that it is aware of and will comply with Purchaser's vendors' policies as posted on Purchaser's Vendor's Kiosk web site (<https://secure.worldbank.org/vendorskiosk/>), including but not limited to those

regarding conflicts of interest, fraud and corruption, gifts, conduct of contractor personnel, contractor responsibility, and anti-money laundering policies (collectively "Purchaser's Vendor Integrity Policies"). Vendor warrants that Vendor and Vendor's employees, Subcontractors and Subcontractors' employees are in compliance with Purchaser's Vendor Integrity Policies; and have not engaged in conduct that would lead to suspension, debarment or a finding of ineligibility.

d. Vendor and all Subcontractors shall use reasonable efforts to ensure that funds paid to Vendor and all Subcontractors by the World Bank Group are not used to finance, support or conduct terrorism.

e. Vendor and Vendor's employees, Subcontractors and Subcontractor's employees shall, during the term of the PO, strictly avoid any activities that may create real or apparent conflicts of interest with their duties to Purchaser under this PO.

f. Vendor warrants that no official of the World Bank Group or its member governments has received or will be offered by Vendor any direct or indirect gifts, favors or benefit arising from this PO or the award thereof.

g. The remuneration of Vendor shall constitute the sole remuneration in connection with this PO. Vendor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this PO, or in the discharge of its obligations hereunder, and Vendor shall use its best efforts to ensure that any Subcontractors, and the employees, agents and representatives of Vendor and any Subcontractors shall not receive any such additional remuneration. Vendor shall disclose in writing, by providing written notice to Purchaser's Corporate Procurement Unit, of all fees, commissions, rebates, and discounts paid or received in connection with this PO.

h. Vendor agrees that, within 30 days of having reasonable grounds to believe that Vendor, Vendor's employees, Subcontractors or Subcontractors' employees have: (i) violated any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in performing this PO; (ii) violated Purchaser's Vendor Integrity Policies; (iii) engaged in conduct that would lead to suspension, debarment or a finding of ineligibility; (iv) used funds paid by the World Bank Group to Vendor or any Subcontractors to finance, support or conduct terrorism; or (v) an actual, potential or apparent conflict of interest, Vendor will disclose in writing, by providing written notice to Purchaser's Corporate Procurement Unit, of such violations, conduct, prohibited use of funds, or conflicts of interest.

i. Vendor agrees that it will not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against any Vendor employee in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to Purchaser or other proper authority information relating to a violation of Purchaser's Vendor Integrity Policies or any substantial violation of law relating to the award or performance of this PO.

j. Vendor agrees that Purchaser has a right to audit Vendor's and Subcontractor's compliance with this Article pursuant to Article "Audit," of this PO.

k. Vendor agrees that a breach of this provision is a material breach of an essential term of this PO.

19. ASSIGNMENT. Vendor shall not assign this PO or any monies due or to become due to it hereunder, without the prior written consent by Purchaser. Purchaser may, at its sole option and without the consent of Vendor, assign this PO and any Contract Work acquired hereunder to any member of the World Bank Group.

20. DISPUTES. Any dispute or difference arising out of, or in connection with, this PO or the breach thereof which cannot be amicably settled between the Parties (including through alternative dispute resolution procedures as may be agreed to by the Parties) shall be arbitrated in accordance with the American Arbitration Association (AAA) Commercial Arbitration Rules then in effect. Outside the U.S., the Parties agree to go through Alternative Dispute Resolution (ADR) procedures, arbitrated in accordance with the UNCITRAL Arbitration Rules as at present in force. Any resulting arbitral decision shall be final and binding on both parties. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof. Such judgment shall be in lieu of any other remedy. Pending final resolution of any claim, dispute or action arising under or related to this PO, Vendor shall, if requested by Purchaser, proceed diligently with the performance of this PO.

21. TERMINATION FOR CONVENIENCE. Purchaser may terminate the PO in whole or in part at any time if Purchaser determines, in its sole and absolute discretion that a termination is in its best interests. Purchaser shall effect the termination by sending written notice of such termination to Vendor, which notice shall state that termination is for Purchaser's convenience, the extent to which performance of Contract Work is terminated, and the termination date. Unless otherwise instructed by Purchaser, Vendor shall stop work immediately on receipt of notice and follow the instructions and directions of Purchaser. In the event of a termination for convenience, Vendor shall be entitled to be paid for Work properly performed by Vendor prior to the effective date of termination, provided, however, that such payment shall not exceed the total value of this PO after adjustment to account for the price associated with Work not performed. Vendor shall not be allowed, and expressly waives, payment for profit on Contract Work which was not performed as of the termination date.

22. TERMINATION FOR DEFAULT. If Vendor fails to deliver the goods or services required by this PO within the time period(s) specified or in the manner required by this PO, and or if the goods or services do not conform, in all respects, to the requirements of this PO, or Vendor becomes insolvent or unable to meet its payment obligations

when due, or breaches any representations or warranties made under this PO, Purchaser will give Vendor written notice describing the reasons for default and a reasonable opportunity to cure. If Vendor does not cure the default within the period specified, Purchaser may terminate the PO for default by written notice, specifying the reasons for the default, the portion(s) of the PO defaulted and the effective date of default. Notwithstanding anything herein to the contrary, Purchaser shall have the right, in its sole discretion, to terminate the PO for default if Vendor is in violation of any provision of Article Procurement Integrity, and Purchaser shall have the right to do so without giving Vendor an opportunity to cure. If Vendor is identified on any terrorist sanctions list recognized by Purchaser, including but not limited to the United Nations 1267 sanctions list, the United States Executive Order 13224 sanctions list and the United Kingdom terrorist sanctions list, this PO shall be subject to immediate termination for default upon written or oral notice to Vendor. In such case all funds paid to Vendor shall be returned to Purchaser.

23. **FORCE MAJEURE.** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this PO insofar as such liability arises from an event of Force Majeure, provided that the Party affected by such an event takes all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this PO. For purposes of this Article, the term "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not be deemed to include: (a) any event which is caused by the negligence or intentional action of a Party or such Party's consultants, agents or employees; (b) any event which a diligent Party could reasonably have been expected to both: (i) take into account at the time this PO was entered into; and (ii) avoid or overcome in the carrying out of its obligations hereunder; or (c) the insufficiency of funds, inability to make any payment required under this PO, or any economic conditions, including but not limited to inflation, price escalations, or labor availability.

24. **FLOW-DOWN OBLIGATIONS.** Vendor agrees that the obligations of Vendor under this PO, as applicable, shall be specifically incorporated into all Subcontracts or agreement by Vendor with any contractor, vendor, supplier, consultant, or other entity or person to perform a portion of the Contract Work.

25. **SEVERABILITY** Any provision of this PO prohibited by the laws of any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition, without invalidating the remaining provisions of this PO.

26. **PRESERVATION OF IMMUNITIES.** Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of the International Bank for Reconstruction and Development, Multilateral Investment Guarantee Agency, International Finance Corporation, International Development Association and International Center for the Settlement of Investment Disputes, which are specifically reserved.

27. **RIGHT TO MODIFY.** Purchaser reserves the right to issue written changes to this PO. No modification of this PO shall be valid unless in writing and signed by an authorized representative of Purchaser. Vendor may not change any aspect of this PO without Purchaser's prior written consent.

28. **CHILD LABOR.** Vendor will not employ children in a manner that is economically exploitative, or is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Where national laws have provisions for the employment of minors, Vendor will follow those laws applicable to Vendor. Children will not be employed in dangerous work.

29. **FAIR LABOR STANDARDS.** Vendor shall pay all employees whose work relates to this PO not less than the minimum wage prescribed by applicable law or regulation, without rebate, either directly or indirectly, and without making any deductions either directly or indirectly from the full wages earned, other than permissible deductions as set forth in applicable laws or regulations. Vendor shall not require, suffer, or permit any employee whose work relates to this PO to work more than the maximum hours in any workweek permitted by applicable law or regulation unless such employees are paid at least the overtime rate specified by applicable law or regulation.

30. **LANGUAGE.** This PO has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this PO.